



PredPol Predictive Policing SaaS Subscription Agreement

This Subscription Agreement ("**Agreement**") between PredPol, Inc., a California corporation, PO Box 2870, Santa Cruz, CA 95063-2870 ("**PredPol**") and University of California, Berkeley Police Department, with offices at 1 Sproul Hall, Berkeley, CA 94720-1199 ("**Client**") effective as of November 1, 2017 (the "**Effective Date**"). This Agreement governs Client's access to and use of the Services as they are defined herein.

PSM
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B/A

This agreement replaces the previous Subscription Agreement effective November 11, 2013 which expired on October 31, 2016 but was effectively extended via payment of an invoice for the period of November 1, 2016 through October 31 2017. The parties hereby agree to extend the relationship based upon the terms of this new agreement.

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NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby mutually acknowledged, the parties hereto hereby agree as follows:

1. **Definitions.** All capitalized terms used in this Agreement and any attachments hereto shall have the meanings assigned to them below.
 - A) "**Admin Account(s)**" means the administrative account(s) provided to Client by PredPol for the purpose of administering the Services. The use of the Admin Account(s) requires a password, which PredPol will provide to Client.
 - B) "**Administrators**" means the Client-designated technical personnel who administer the Services to End Users on Client's behalf.
 - C) "**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with a party.
 - D) "**Brand Features**" means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured by such party from time to time.
 - E) "**Confidential Information**" means information disclosed by a party to the other party under this Agreement that is marked as confidential or would normally be considered confidential under the circumstances. Client Data is Client's Confidential Information. Confidential Information does not include information that: (a) the recipient of the Confidential Information already knew; (b) becomes public through no fault of the recipient; (c) was independently developed by the recipient; or (d) was rightfully given to the recipient by another party.
 - F) "**Client Data**" means data, including crime data, provided, generated, transmitted or displayed via the Services by Client or End Users.
 - G) "**Data Pipe**" means the server software used by PredPol to extract crime data from Client's RMS, encrypt it, and send to the PredPol servers to use to deliver the Service.



- B) **Warranty.** PredPol warrants all work performed or services rendered under the Agreement to be of good quality and free from any defective or faulty material and workmanship.

11. Indemnification. SEE EXHIBIT A: ATTACHED, A,B, C

- ~~A) **By Client.** Client will indemnify, defend, and hold harmless PredPol from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third-party claim: (i) regarding Client Data; or (ii) regarding Client's use of the Services in violation of this Agreement or applicable law.~~
- ~~B) **By PredPol.** PredPol will defend and hold harmless Client against any third-party claim that the Services infringe or misappropriate the intellectual property of a third party ("Infringement Claim"), and indemnify Client from all resulting costs and damages actually awarded against Client to the third party making such Infringement Claim by a court of competent jurisdiction or agreed to in settlement. PredPol will have no obligations or liability under this section arising from: (i) use of any Services or PredPol Brand Features in a modified form or in combination with materials not furnished by PredPol, (ii) any content, information or data provided by Client, End Users or other third parties; (iii) any modifications or additions made at the request of Client and/or per Client's instructions; or (iv) use of the Services in any manner not expressly allowed per the terms of this Agreement.~~
- ~~C) **General.** The party seeking indemnification will promptly notify the other party of the claim and cooperate in defending the claim. The indemnifying party will have full control and authority over the defense, except that: (a) any settlement requiring the party seeking indemnification to admit liability or to pay money will require that party's prior written consent, such consent not to be unreasonably withheld or delayed; (b) the other party reasonably cooperates with requests for assistance; and (c) the other party may join in the defense with its own counsel at its own expense. THE INDEMNITIES ABOVE ARE A PARTY'S SOLE REMEDY FOR VIOLATION BY THE OTHER PARTY OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.~~

12. Possible Infringement.

- A) **Repair, Replace, or Modify.** If PredPol reasonably believes the Services infringe a third party's Intellectual Property Rights, then PredPol will: (a) obtain the right for Client, at PredPol's expense, to continue using the Services; (b) provide a non-infringing functionally equivalent replacement; or (c) modify the Services so that they no longer infringe.
- B) **Suspension or Termination.** If PredPol does not believe the foregoing options are commercially reasonable, then PredPol may suspend or terminate Client's use of the impacted Services. If PredPol terminates the impacted Services, then PredPol will provide a pro-rata refund of the unearned fees.



EXECUTED as a sealed instrument as of the day and year first set forth below by the last counter-signatory.

Each party represents that it has full power and authority to enter into the Agreement. If you are accepting on behalf of your employer or another entity, you represent and warrant that: (i) you have full legal authority to bind your employer, or the applicable entity, to these terms and conditions; (ii) you have read and understand this Agreement; and (iii) you agree, on behalf of the party that you represent, to this Agreement. Each party warrants that it will comply with all laws and regulations applicable to its provision, or use of the Services.

PredPol, Inc.:

By: *Brian MacDonald*
DocuSigned by:
7788BA9011964DF...
 Name: Brian MacDonald
 Title: CEO
 Date: 10/3/2017

Client:

By: *Patrick Montoya*
Digitally signed by Patrick Montoya
 DN: cn=Patrick Montoya, o=UC
 BERKELEY, ou,
 email=pmont2009@berkeley.edu,
 c=us
 Date: 2017.10.02 09:28:30 -0700
 Name: Patrick Montoya
 Title: UC Berkeley Campus Buyer
 Date: 10/2/2017



EXHIBIT A

INDEMNIFICATION

PredPol, Inc., a California corporation, PO Box 2870, Santa Cruz, CA 95063-2870 ("**PredPol**") ("**LICENSOR**") shall defend, indemnify and hold **THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ("THE REGENTS")**, its officers, employees and agents harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of (**LICENSOR**), its officers, agents or employees.

THE REGENTS shall defend, indemnify and hold **PredPol, Inc., a California corporation, PO Box 2870, Santa Cruz, CA 95063-2870 ("PredPol") ("LICENSOR")**, its officers, agents and employees harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of **THE REGENTS**, its officers, agents or employees.

Patrick Montoya
The Regents

DocuSigned by:
Brian MacDonald
7788BA9011964DE...
Licensor